Prostitution Diversion Program

- City of Phoenix Prosecutor's Office
- Catholic Charities

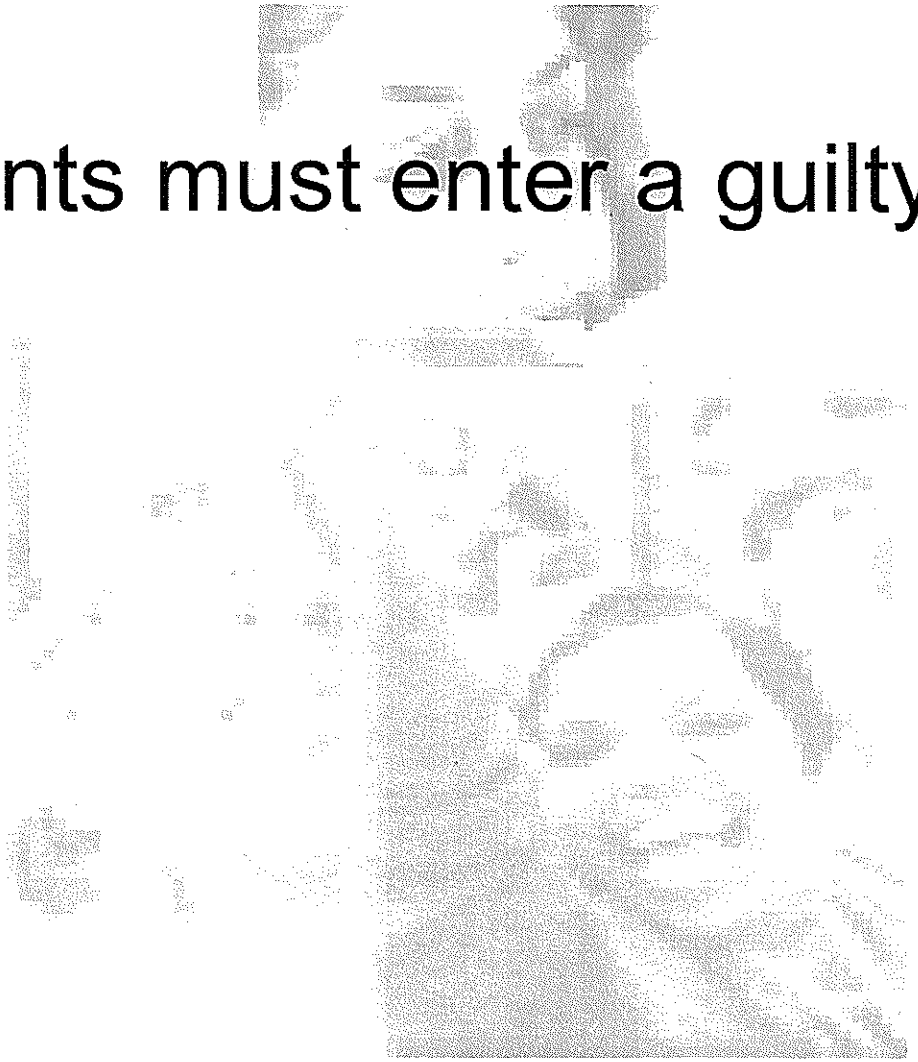
Prostitution Diversion Program

Rehabilitation Program

- Support, education, and treatment to end the lifestyle of prostitution

Post-Plea Diversion Programs

- Defendants must enter a guilty plea



Post-Plea Diversion Programs

IN THE MUNICIPAL COURT OF THE CITY OF PHOENIX
COUNTY OF MARICOPA, STATE OF ARIZONA

STATE OF ARIZONA,
Plaintiff,
vs.
_____,
Defendant.

PROSTITUTION DIVERSION
PROGRAM PLEA AGREEMENT

No(s):

The State of Arizona and the defendant agree, by the terms and conditions of this document, to the following disposition of this case:

I. That the defendant pleads guilty/no contest to:

II. That the defendant will receive the following sentence:
- _____ months probation;
- $_____ fine plus surcharge = $_____;
- _____ days in jail. Pay jail costs as imposed by the Court, pursuant to A.R.S. § 13-804.01(E);
- _____

III. TRAVEL RESTRICTIONS: The parties agree that the Court retains jurisdiction to impose conditions of release until either judgment is entered and sentence executed or the charge(s) are dismissed. The parties agree that, at the time the plea agreement is accepted by the Court and the defendant's plea is taken, the Court shall issue a Release Order which shall include any travel restrictions set forth in Section II, above, as a condition of release which will remain in effect until either judgment is entered and sentence executed or the charge(s) are dismissed.

IV. That the following charges are dismissed or, if not yet filed, shall not be brought against the defendant:

V. That departmental report re _____ incorporated by reference in the Court's record for determining a factual basis.

VI. That this agreement serves to amend the complaint(s) to charge the offense(s) to which the defendant pleads.

VII. That this Plea Agreement does not preclude any other remedies authorized by law including forfeiture and civil racketeering remedies and recovery costs of emergency response. The defendant understands that, pursuant to A.R.S. §§ 13-807, 13-2314(H) and 13-4510(C), the defendant is precluded from denying in any civil proceeding the essential allegations for the criminal offense of which he/she is convicted. The defendant further understands that a guilty plea, no contest plea, or a plea pursuant to *North Carolina v. Alford*, 400 U.S. 25, 91 S.Ct. 160, 27 L.Ed.2d 162 (1970), all result in a conviction.

VIII. The Court shall suspend the entry of judgment and imposition of sentence for a maximum of 180 days on the following terms and conditions:
- The defendant is assigned to the Prostitution Diversion Program (hereinafter the "Program") and shall contact the Program within five (5) business days at 602-258-2785 or 1254 E. Washington St., Suite 2 to schedule an intake appointment and begin participation. If this requirement is not met, a motion to execute sentence and enter judgment will be filed.
- The defendant is not required to pay a Program fee. This Program is offered at no cost to the participant.
- The defendant shall complete the defendant's Action Plan, including but not limited to, attending, participating in, and completing all of the Program's mandatory counseling sessions no later than 150 calendar days from the date the Plea Agreement is accepted by the Court. The defendant shall fully cooperate with Catholic Charities' staff (hereinafter "Provider") and attend all scheduled services as directed by the Provider. Services will include group sessions and may include substance abuse or other services.
- The defendant agrees to comply with all requirements, standards, and policies of the Program as directed by the Provider.
- The defendant shall immediately provide, in writing, to the Provider all changes of address and telephone numbers.
- The defendant agrees to appear at any Court setting scheduled during the Program, and that if he/she fails to successfully complete the Program, he/she will appear at all future Court settings.
- The defendant agrees to comply with any terms of release that have been imposed by the Court.

IX. The defendant avows he/she is not currently enrolled in the City of Phoenix Prostitution Diversion Program (PDP). The defendant acknowledges that he/she is ineligible if he/she previously completed the Program and had the case(s) dismissed or has attempted three or more times to complete the Program without success.

X. That if, as a part of this Plea Agreement, the defendant is placed on probation by the Court, the terms and conditions of probation are subject to being modified at any time during the period of probation, and if the defendant violates any of the written terms and conditions, probation may be revoked.

XI. The defendant agrees that the City Prosecutor's Office may release any information in its file to the Provider. The defendant further authorizes the Provider, Phoenix Municipal Court, and the City Prosecutor's Office to exchange all information about his/her legal status, case information, demographics, Program assignment and status, attendance, treatment progress, and discharge status for 10 years from today's date.

XII. The defendant understands that by entering into this Agreement the defendant is pleading guilty to the charge(s) and, if the Program is not successfully completed, a judgment of guilt will be entered and the sentence imposed without any further opportunity to plead not guilty or otherwise defend against the charge(s). The defendant waives his/her right to receive a copy of any Motion to Set Aside the Plea Agreement and Dismiss the Charges. The defendant waives his/her constitutional right to a speedy trial for any delays which may occur while he/she is either enrolled in the Program or until judgment is entered and sentence imposed.

XIII. If the defendant successfully completes the Program, the Court shall not enter judgment nor execute sentence, but shall set aside this Plea Agreement and dismiss the charge(s) without prejudice.

XIV. If this Plea Agreement is rejected, withdrawn or reversed on appeal, the original charge(s) will be automatically reinstated and set for trial.

XV. The defendant agrees that the City Prosecutor's Office may terminate the defendant's eligibility at any time and move the Court to enter judgment and impose sentence.

DEFENDANT: I have read or have had read to me the provisions of this agreement and I understand them. I have discussed the case and my constitutional rights with my attorney, if I have one representing me. I understand that by pleading guilty/no contest, I will be giving up the following constitutional rights: to plead not guilty; to have a trial; to confront, cross-examine, and compel the attendance of witnesses; to remain silent which is my right against self incrimination; to direct appeal of my conviction or sentence - review may be accomplished only by filing a petition for post-conviction relief pursuant to 17 A.R.S. *Rules of Crim. Proc.*, Rule 32, and, if denied, a petition for review. I further understand that I have a right to be represented by an attorney prior to and during this proceeding, and that if I cannot afford to hire an attorney, I can ask the judge to determine if I am entitled to one free of charge.

I agree to enter my plea as indicated above on the terms and conditions set forth in this document.

Date _____ Defendant _____

Address: (PLEASE PRINT) _____

City: _____ Zip: _____ Phone No(s): _____

DEFENSE ATTORNEY: I have discussed this case and the terms and conditions set forth in this document with the defendant in detail and explained his/her constitutional rights and all possible defenses. I believe that the defendant is entering into the agreement voluntarily, knowingly and intelligently.

Date _____ Defense Counsel _____

PROSECUTOR: I agree and concur with the plea and disposition set forth in this agreement.

Date _____ Prosecutor _____

INTERPRETER: I have accurately interpreted the terms of this Plea Agreement for the defendant and ascertained that the defendant understands the language of interpretation.

Date _____ Interpreter _____

Diversion Outcomes

- Defendant successfully completes program
- Case is dismissed

Diversion Outcomes

- Defendant fails to complete program
- Defendant Sentenced

A.R.S. 13-3214

1st Offense: 15 consecutive days jail

2nd Offense: 30 consecutive days jail

3rd Offense: 60 consecutive days jail

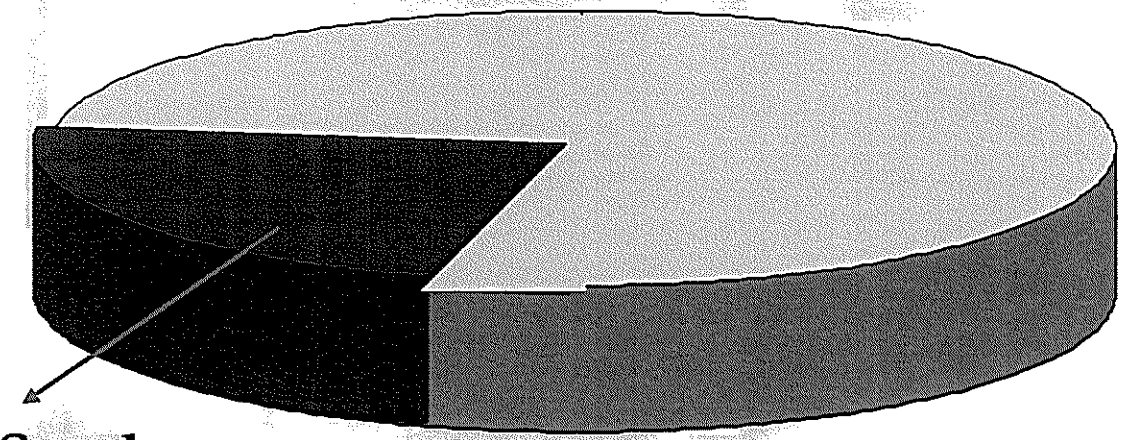
Mandatory education or treatment program

4th Offense: a class 5 felony, 180 consecutive day jail

Prostitution Diversion Pilot Program

September 1997 – February 1999

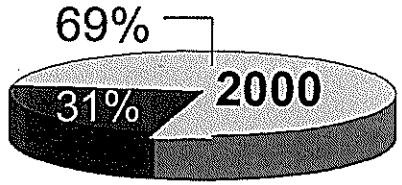
- 100 defendants
- 69% success rate



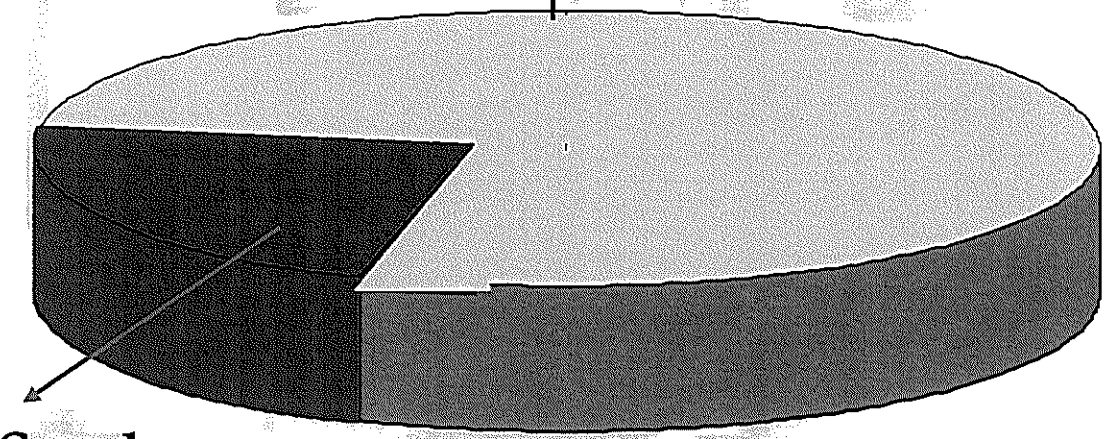
2000 Recidivism Study:
31% Recidivism Rate

Prostitution Diversion Program

June 2004 Study



- 247 defendants
- 74% success rate



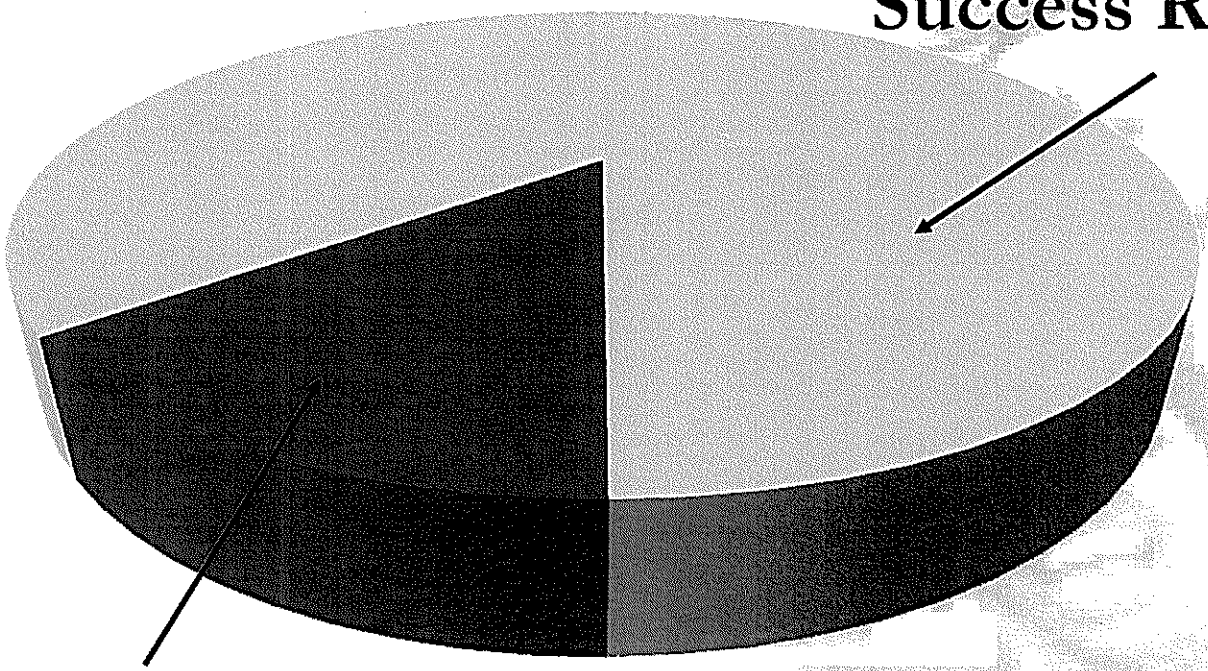
2004 Recidivism Study:
26% Recidivism Rate

Prostitution Diversion Program

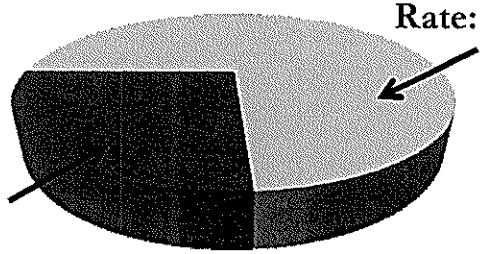
City of Phoenix Prosecutor's Office

2008 Recidivism Study

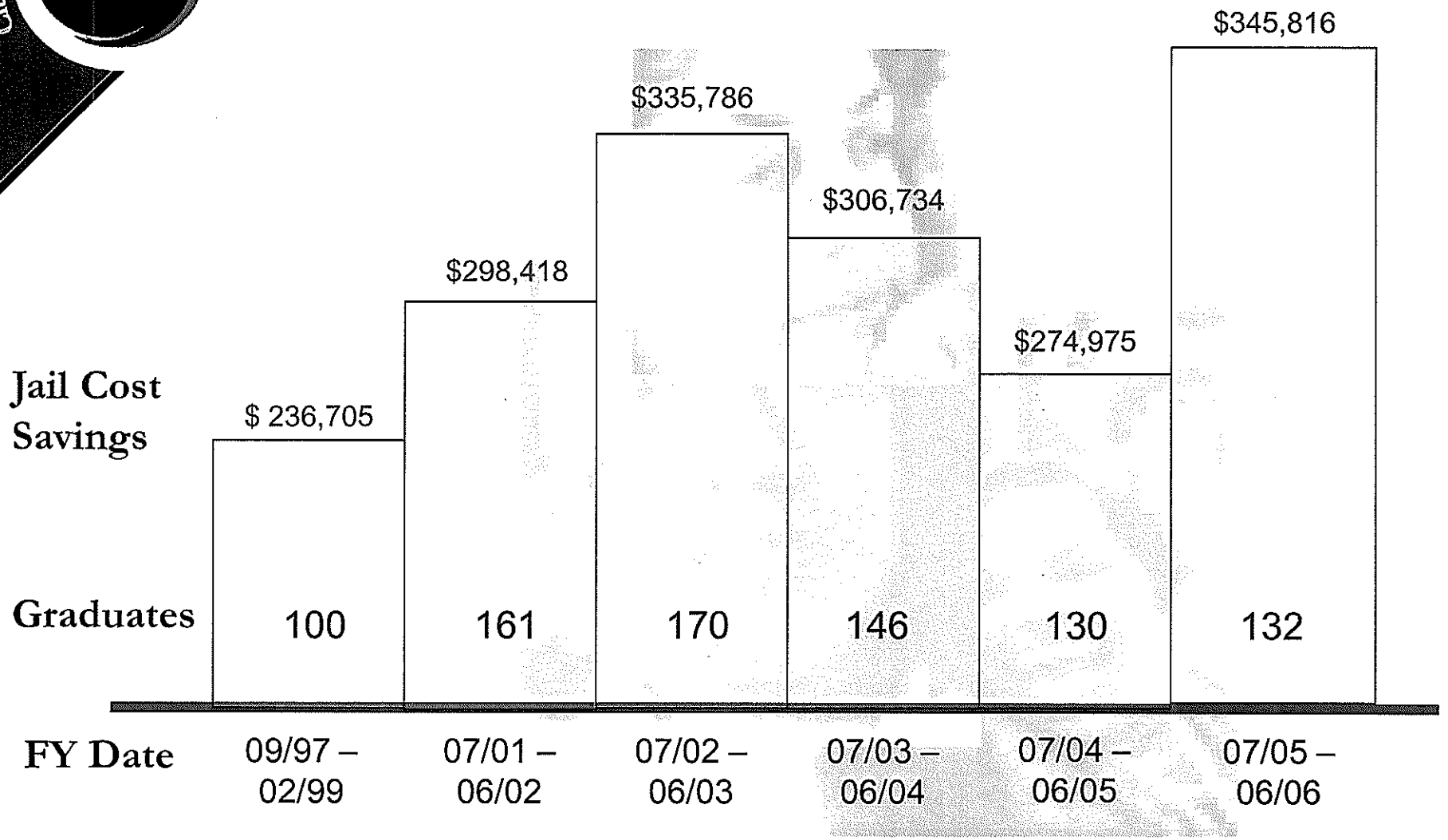
262 defendants



2004 Study

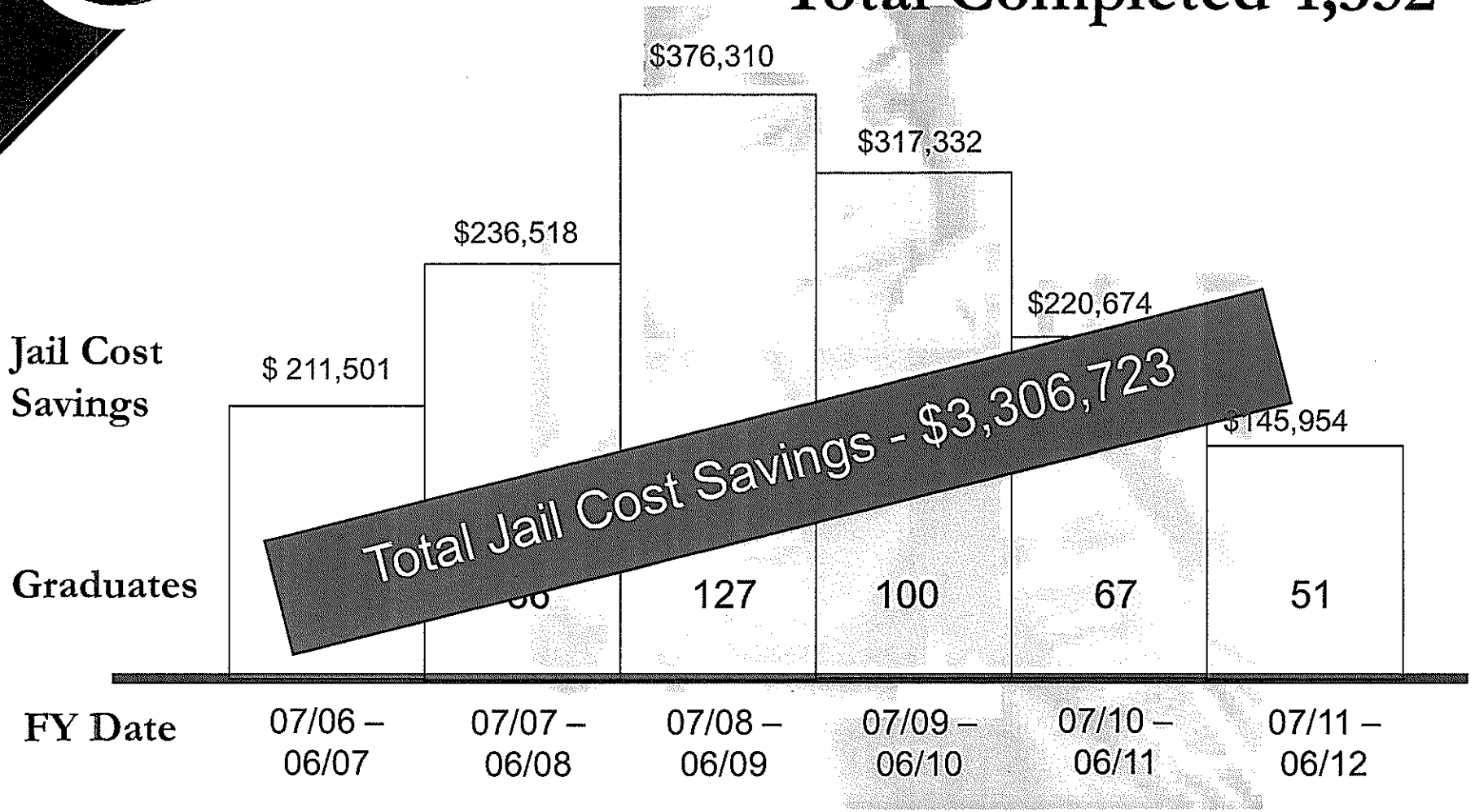


Prostitution Diversion Program



Prostitution Diversion Program

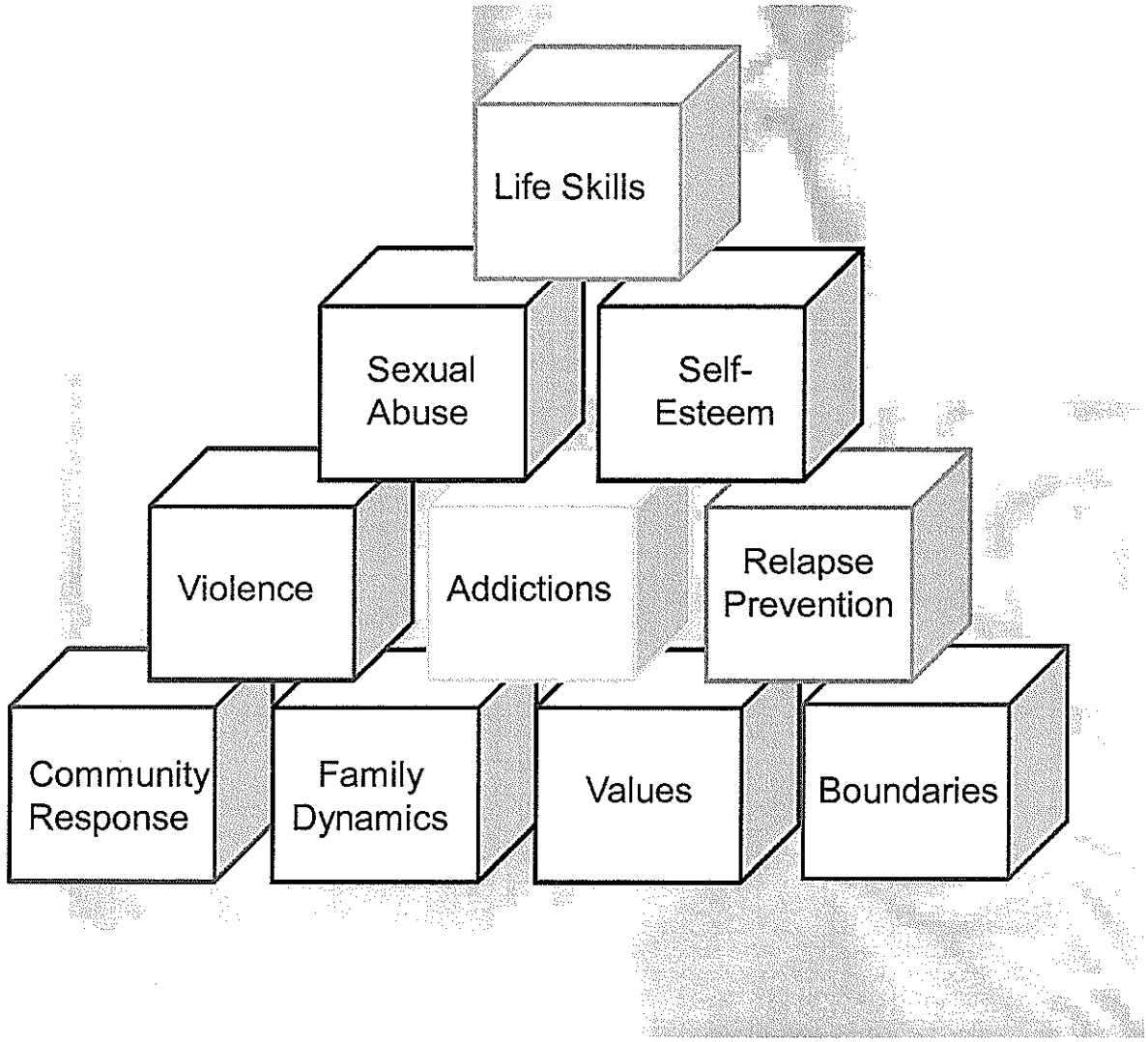
Total Completed-1,352



Prostitution Diversion Program Components

- Plan
- Case Management
- Weekly Prostitution Anonymous Meetings
- Weekly Life Skills Classes
- Weekly Abuse Support Groups
- 36 Hours of Education

Prostitution Diversion-Issues Addressed



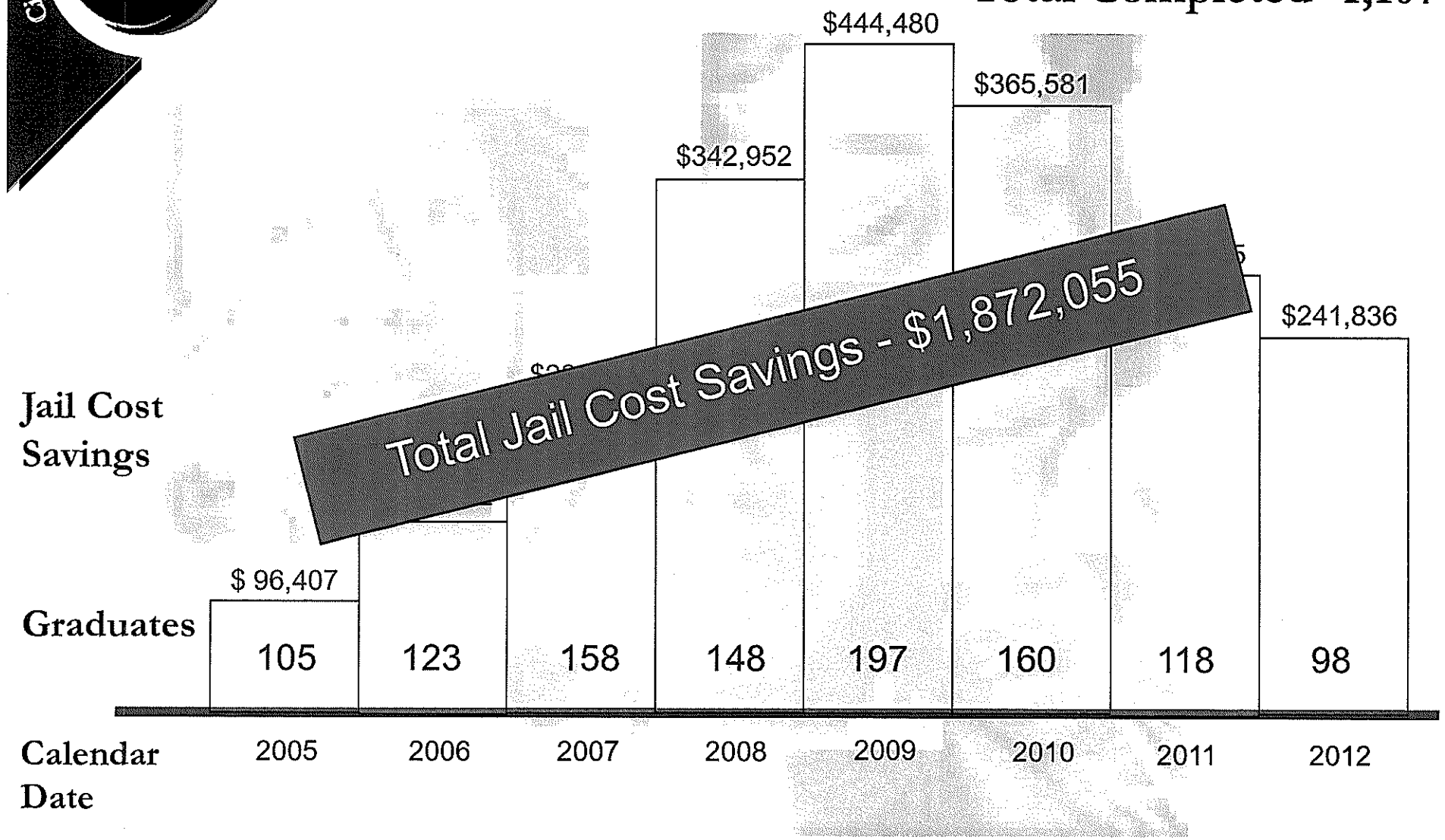
Prostitution Solicitation Diversion

One 8-Hour Educational Session

- Community
- Themselves and families
- Women and children
- Sexual addiction

Prostitution Solicitation Diversion

Total Completed- 1,107



City of Phoenix Prosecutor's Office

Project Rose

Project ROSE

- Reaching Out to the Sexually Exploited
- Alternative to Prosecuting and Jail
- Collaboration of:
  - Police
  - Prosecutors
  - Social Services
  - ASU

Project ROSE (PR)

Statistics:

	Eligible Arrestees	Compliant	Non-Compliant	Success Rate
PR I	43	14	29	32.6%
PR II	73	18	54	24.6%
PR III	78	Not Available	Not Available	Not Available

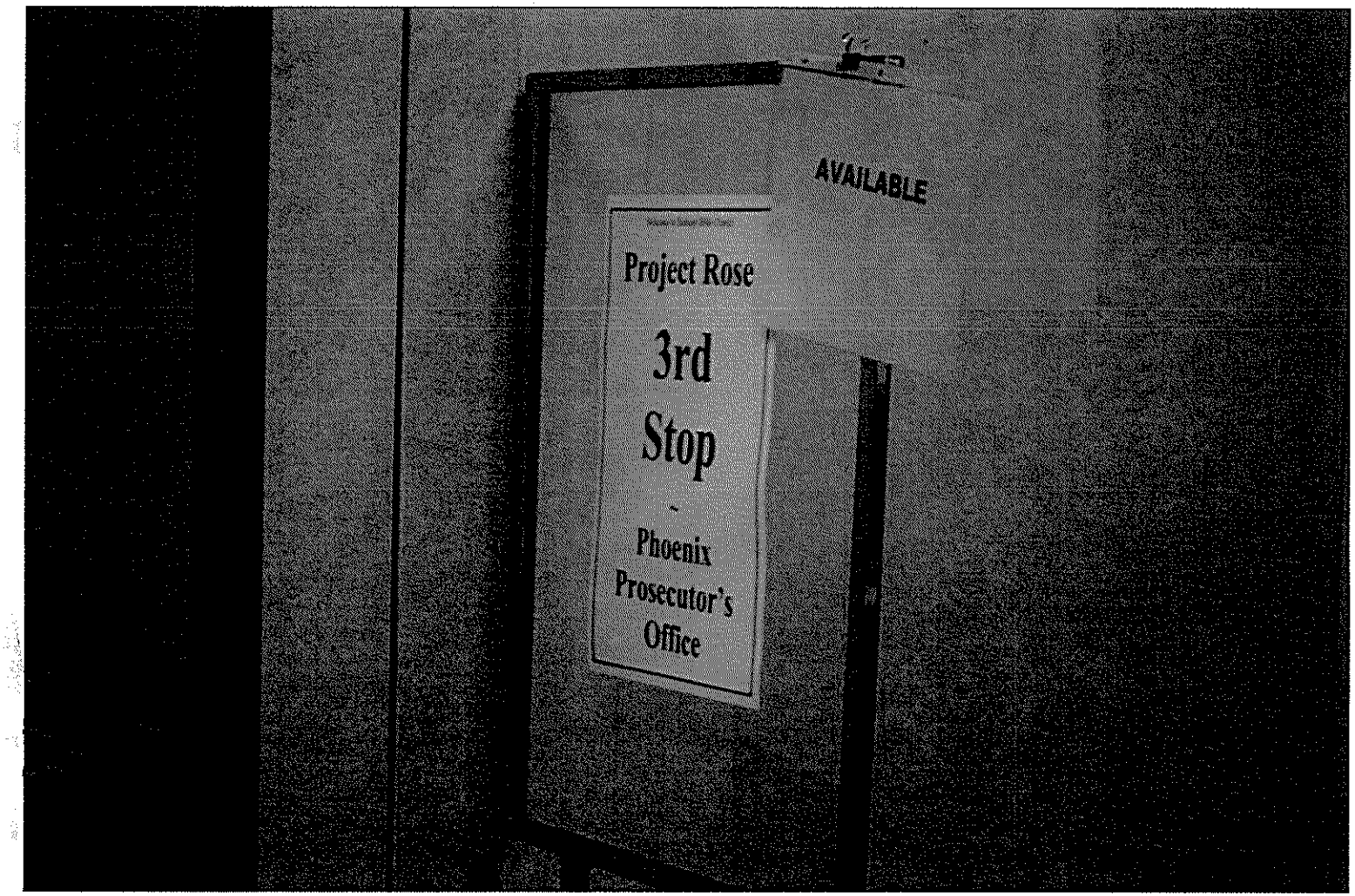
City of Phoenix Prosecutor's Office

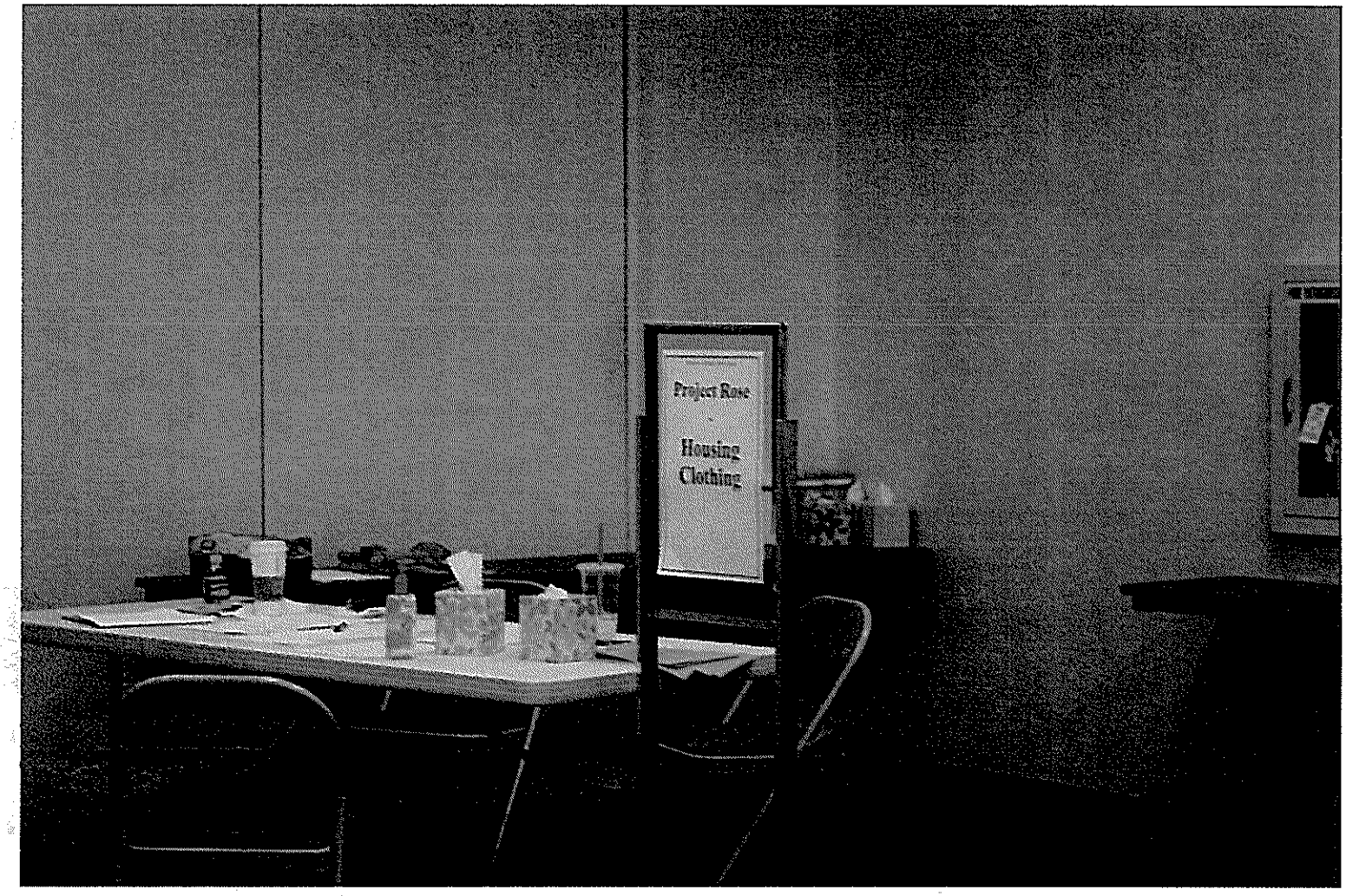
Project Rose

City of Phoenix Prosecutor's Office

Project Rose

Project Rose



City of Phoenix Prosecutor's Office

Project Rose